

(This provision of intent shall not impair the Union's right to economic recourse during the life of this Agreement, if the parties fail to agree upon the establishment of such a committee.)

ARTICLE XVI – MILITARY SERVICE

Employees entering the Military Service in any branch of the Armed Forces of the United States, shall, upon discharge from such service, be entitled to re-employment by the Employer in accordance with all the applicable provisions of Law pertaining thereto. Employees required to serve in the National Guard or Reserves shall be granted an appropriate leave of absence, and time so spent shall be credited for and paid for the purpose of holidays and Welfare and Pension payments up to a maximum of fourteen (14) calendar days.

ARTICLE XVII – LIE DETECTOR TEST

The Employer shall not require, request or suggest that Employees or applicants for employment take polygraph test or any other form of lie detector test.

ARTICLE XVIII – WELFARE & PENSION CONTRIBUTIONS

A. The Employer agrees to make contributions to the Trustees of the Teamsters Local 445 Construction Division Health and Welfare Fund, and the Teamsters Local 445 Construction Division Pension Fund, in the amounts provided for in Schedule "A" of this Agreement. Said contributions are to be made on behalf of all employees covered by this Agreement for all hours paid for or worked by such employees, including overtime, up to a maximum of 40 hours per week on Welfare and up to 40 hours per week on Pension. Replacement workers will receive Pension and Welfare on all hours worked.

B. An Employer who posts a bond equal to the average monthly Welfare and Pension contribution must pay over such contributions within 60 days after the end of the month in which the contributions are earned.

C. It is further agreed that failure on the part of the Employer to pay the contributions to the Trustees of the Health & Welfare Funds and Pension Funds when due shall be deemed a violation of this Agreement, and the Union shall order a work stoppage of the Employer's employees until such payments are made, and such work stoppage shall not be a violation of this Agreement.

D. In the event of a work stoppage, legal action or arbitration caused by the failure of the Employer to make the contributions required as provided for in this Article, the Employer shall be responsible for the payment of all lost wages and conditions to the employees involved in such work stoppage, plus all legal fees and monies owed to the Funds, with a ten percent (10%) late penalty charge for such delinquency.

E. Nonpayment of the contributions required constitutes notice. No further notice will be given.